

Exhibit 44



Miyano Machinery Inc.

Main Office
940 N. Central Avenue
Wood Dale, Illinois 60191
(630) 766-4141

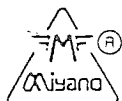
MIYANO MACHINERY INC.
STANDARD WARRANTY POLICY FOR ALL NEW MIYANO MACHINES

In consideration for inspection, servicing and compensation exchanged, the adequacy of which is hereby acknowledged, MIYANO MACHINERY INC., (hereinafter "MIYANO") warrants to Buyer and Buyer agrees to the following limited warranty. MIYANO warrants that all MIYANO machinery shall be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery.

During the period of warranty, MIYANO shall repair or replace at its sole discretion and at no charge to Buyer all machinery parts that do not conform to this warranty. MIYANO shall be under no obligation to perform under this warranty until ten (10) days after MIYANO has received written notice from Purchaser of an alleged defect and has determined upon reasonable inspection that a defect exists.

The foregoing twelve (12) month warranty shall not be extended or changed by MIYANO's furnishing any replacements, additions, attachments, accessories or repairs to the machinery subsequent to the date of delivery. No person or dealer is authorized to amend or expand this warranty or grant any other warranty on behalf of MIYANO. This limitation of remedy has been negotiated by MIYANO and purchaser, is deemed to be adequate by both parties, and is intended by the parties to survive even if the remedy is claimed to have failed of its essential purpose.

MIYANO'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS, PROMISES, AFFIRMATIONS OF FACT AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MIYANO OR MIYANO MACHINERY CO., LTD., OR ANY OF THEIR SUBSIDIARIES BE LIABLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT OR BY STATUTE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ANY OTHER ECONOMIC LOSS, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF MIYANO. THIS WARRANTY SHALL NOT APPLY TO THE PORTIONS OF THE MACHINERY NOT MANUFACTURED BY MIYANO MACHINERY CO., LTD. MIYANO SHALL ASSIGN TO PURCHASER SUCH WARRANTIES AS MIYANO SHALL RECEIVE FROM THE MANUFACTURER OF SUCH PORTIONS OF THE MACHINERY WHICH ARE MANUFACTURED BY MANUFACTURERS OTHER THAN MIYANO MACHINERY CO., LTD., OF JAPAN. SUCH PORTIONS OF THE EQUIPMENT SHALL BE COVERED BY A SEPARATE WARRANTY BY SUCH MANUFACTURERS. IN ADDITION, THIS WARRANTY SHALL NOT APPLY TO ANY MACHINERY OR PORTIONS THEREOF



WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS, INCLUDING, BUT NOT LIMITED TO ABNORMAL MOISTURE, TEMPERATURE, DIRT, OR CORROSIVE MATTER, AND TO MACHINERY WHICH HAS BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY MIYANO. MIYANO'S SOLE EXCLUSIVE LIABILITY UNDER THIS WARRANTY SHALL BE TO REPLACE OR REPAIR AT ITS SOLE DISCRETION ANY DEFECTIVE MACHINERY OR PART THEREOF. BY ACCEPTANCE OF THIS LIMITED WARRANTY BUYER WAIVES ALL PREVIOUS CLAIMS IN TORT OR CLAIMS FOR BREACH OF ANY PREVIOUS WARRANTY ARISING FROM ANY PRIOR FAILURE OF THE MIYANO MACHINE REPAIRED OR INSPECTED.

MIYANO MACHINERY INC.

BY:

Henry Marchionne

DATE: _____

BUYER: _____

(Company Name)

DATE OF DELIVERY: _____

NAME OF MODEL: _____

BY: _____

(Signature)

MACHINE SERIAL NO: _____

(1-98)